

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE FOR THE TWENTIETH
JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE,
Plaintiff,

v.

WILLIAM ANDREWS, individually and,
d/b/a Body by Me and Body 2,

Respondent.

PETITION

John Knox Walkup, Attorney General and Reporter for the State of Tennessee, (hereinafter "Attorney General");, files this Petition pursuant to Tenn. Code Ann. § 47-18-107 of the Tennessee Consumer Protection Act of 1977 (hereinafter "the Act"), and would respectfully show the Court as follows:

1. The Attorney General, acting pursuant to the Act, have investigated certain acts and practices of William Andrews, individually and d/b/a Body by Me and Body 2 (hereinafter, "Respondent"). Upon completion of such investigation, the Attorney General has determined that certain of Respondent's acts and practices, more specifically described in Paragraph 2 of this Petition, constitute unfair and deceptive acts or practices affecting the conduct of trade or commerce in the State of Tennessee in violation of Tenn. Code Ann. § 47-18-101 *et seq.* (the Tennessee Consumer Protection Act) and further that such acts and practices constitute violations of Tenn. Code Ann. § 47-18-301 *et seq.* (the Health Club Act.) More specifically, Respondent's conduct is violative of Tenn. Code Ann. §§ 47-18-104(a), (b)(2), (b)(3), (b)(5), (b)(12), (b)(27) and 47-18-302(a).

2. Based upon the investigation of Respondent, the Attorney General alleges the following:

(A) Respondent is in the business of providing health club services, from his principal

place of business in Greenville, Tennessee.

(B) During the State's investigation, information was obtained that the Respondent was operating Body by Me and Body 2 without a valid certificate of registration, issued by the Division of Consumer Affairs, for approximately nine (9) months and also during this time, used health club contracts that had been rejected by the Division of Consumer Affairs. Consumers that entered into contracts with the Respondent for health club services, during this period of time, were not aware that their health club contracts were not enforceable against them.

(C) Respondent's health club agreements represented or implied that:

(1) "Body 2! is in compliance with State Consumer Laws. When you sign this Agreement, you are protected against abuses and consumer fraud" and

(3) "Body by Me! is registered with the Tennessee Department of Consumer Affairs, as a Health Club, and is in compliance with State Consumer Laws. When you sign this Agreement, you are protected against abuses and consumer fraud practiced by some Health Clubs", when such is not the case.

(D) Respondent's conduct constitutes unfair and deceptive acts or practices.

3. Respondent neither admits nor denies the allegations of Paragraph 2 (A-D).

4. The Attorney General entered into negotiations with Respondent and the parties have agreed to, and the Division has approved, the attached Assurance of Voluntary Compliance.

5. In accordance with the provisions of Tenn. Code Ann. § 47-18-107(c), the execution, delivery and filing of the Assurance does not constitute an admission of prior violation of the Act.

6. The Division, the Attorney General, and the Respondent, the parties who are primarily interested in the matters set forth in Paragraph 2 hereof, have jointly agreed to the Assurance of Voluntary Compliance and join in its filing.

PREMISES CONSIDERED, Petitioner prays

1. That this Petition be filed without cost bond pursuant to the provisions of Tenn. Code Ann. §§ 20-13-101 and 47-18-116.

2. That the Assurance of Voluntary Compliance be approved and filed in accordance with the provisions of the Tennessee Consumer Protection Act.

